सत्यमेव जयते

INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No.	:	IN-KA92592289740438T
Certificate Issued Date	:	31-Mar-2021 03:39 PM
Account Reference	:	NONACC (FI)/ kaksfcl08/ KODIGEHALLI/ KA-BA
Unique Doc. Reference	:	SUBIN-KAKAKSFCL08572220410390 70T
Purchased by	:	BENAKA DEVELOPERS AND PROJECTS PRIVATE LIMITED
Description of Document	:	Article 5(J) Agreement (In any other cases)
Property Description	:	WORKS AGREEMENT
Consideration Price (Rs.)	:	0 (Zero)
First Party	:	THE EXECUTIVE ENGINEER BYATARAYANAPURA DIVISION
Second Party	:	BENAKA DEVELOPERS AND PROJECTS PRIVATE LIMITED
Stamp Duty Paid By	:	BENAKA DEVELOPERS AND PROJECTS PRIVATE LIMITED
Stamp Duty Amount(Rs.)	:	11,000 (Eleven Thousand only)

The Pavagada Souharda Multipurpose Co - operative Ltd. (R)

Authorised Signatories

Please write or type below this line

AGREEMENT

Agreement No. 04 **/21-22**

This agreement made on this 02nd day of June 2021 Between the Executive Engineer, Byatarayanapura Division, Yalahanka Zone, Bellary Road, Byatarayanapura, Bangalore – 92, on behalf of the Commissioner, Bruhat Bangalore Mahanagara Palike, Bangalore. (hereinafter called "the Employer") of the one part and **M/s. Benaka Developers and Projects Pvt Ltd Prop. Sri Narahari.D No:545,13th Cross, 5th Main, Dollars Colony RMV, 2nd Stage,Bangalore-560004 .,** (hereinafter called "the Contractor") of the other part.

For Benaka Developers And Projects Pvt. Ltd

Managing Director

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Statutory Alert:
1. The authenticity of this Stamp Certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

Where as the Employer is desirous that the Contractor to execute the work of **Package-2,Includes 3 work of Rs.1100.00 Lakhs Improvements to roads and drains at Kogilu, Agrahara,Hegdenagar and Surrounding area in ward no 05 and 06Byatarayanapura Sub Division Package-2 (Old Annuxure-2) Go Sl No 106, 107,108.** for WORK CODE:**005-20-000074** Indent No.**45314**. Administrative Approval AS/EE(BTP)/62 /2020-21 Date:05-02-2021 and Technical Sanction No. TS/CE/(YNK)09/2020-21 Date:22-05-2020 of Tender Notification No.EE/BTP/BBMP/E-PMT/03/2020-21 Date:28-05-2020 (Hereinafter called "the Works") and the Employer has accepted the tender of the Contractor for the execution and completion of such works and the remedfying of any defects therein at a contract. As per the **Govt Order No:UDD/231/MNY/2020, Dated 25.01.2021** the Government has **Approved for Rs.9,31,63,530.00 (Rupees Nine Crore Thirty One Lakhs Sixty Three Thousand Five Hundred Thirty Only) Which works out (+1.00%) Above** ,The FSD 3% Rs.27,94,906.00/- paid through BG No : **15410100018229, Dt: 25.03.2021**, Axis Bank Ltd, M G Road B'lore, GST No: **29AAFCP9754L1ZK**.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor here by covenants with the Employer to execute and complete the works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The Work shall be commenced with all Men and Machinery within 7 days from the Date of Work Order, failing which it would be presumed that the Successful Tenderer is not interested in the Work and Action will be taken to get the Work executed through Alternate Agency at the risk and cost of the Former Tenderer.
5. GST will be paid to the tendered amount separately only for 2018-19 schedule of rates and for GST is included in other than 2018-19 shedule of Rates.
6. Sub-Letting of work is prohibited.
7. The defect liability period is three year from the date of final bill. The E.M.D and S.D. will be refunded only after the defect liability period.
8. Frequency of the quality test of all the materials and other tests have to be conducted by the contractor as per MORT&H (IV th Revision) I.R.C. guidelines and other relevant Indian standards in his laboratory or any other laboratory assigned by BBMP on his own cost in presence of Engineer / consultants appointed by BBMP
9. Works costing more than Rs.10 Lakhs are subject to third party test and the cost of the same shall be borne by the contractor.
10. For Asphalting works i.e., BM and BC those who own their hot mix plant 40-60 TPH & mechanical paver only shall apply.
    Further Details of the Work can be obtained from the Office of the Executive Engineer Byatarayanpura Division, BBMP office, Byatarayanpura Bangalore –92.
11. The Bank Guarantee/FDR Validity Period should be renewed well in advance before 1 month of date of expiry period in case the work is not executed in Stipulated time / Upto to Defect Liability Period.
12. The following documents shall be deemed to form and be read and Construed as part of this Agreement, viz.:
    - i) Letter of Acceptance;
    - ii) Notice to proceed with the works;
    - iii) Contractor's Tender as per e-proc Portal.
    - iv) Contract Data as per e-proc Portal.;
    - v) Conditions of contract (including Special Conditions of Contract);
    - vi) Specifications;
    - vii) Drawings;
    - viii) Bill of quantities; and
    - ix) Any other document listed in the Contract Data as forming part of the contract.

In witness where of the parties there to have caused this Agreement to be executed the day and year first before written.

The Common Seal of
was hereunto affixed in the presence of : 1)_____

2)_____

Signed, Sealed and Delivered by the said Executive Engineer, Byatarayanapura Division,

Yalahanka Zone, Bruhat Bangalore Mahanagara Palike.

Binding Signature of Contractor _____ For Benaka Developers And Projects Pvt. Ltd

In the presence of :

Binding Signature of Employer:

NARAHARI .D
Managing Director

Executive Engineer
Byatarayanapura Division,
B,B,M,P. Bangalore –92.